

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 15		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. <small>SC0600-03-0024, AMD 002 & 003; SC0600-03-0025, AMD 002 - 004; SC0600-03-0026 AMD 001 - 003</small>		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 2954 FT. BELVOIR, VIRGINIA 22060-6222 BUYER: CHRISTINE HOPPER/ DESC-BZA PHONE: (703) 767-9254 FAX: (703) 767-9269		7. ADMINISTERED BY (If other than Item 6) SP0600		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				(u)		9A. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0061	
				X		9B. DATED (SEE ITEM 11) 24 SEPTEMBER 2003	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>THIS AMENDMENT IS AVAILABLE ON DESC'S WEBSITE AT http://www.desc.dla.mil OR http://www.fedbizopps.gov</p> <p>SEE CONTINUATION PAGES</p>							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM A. MACLAREN JR. Contracting Officer, Bulk Fuels Division			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA _____		16C. DATE SIGNED	
				(Signature of Contracting Officer)			

The **Offer Submission Package** is revised as follows

1. Block 6 of Standard Form 1449 was incorrectly dated. The correct date on which the solicitation was issued was 24 September 2003.
2. Block 8 of Standard Form 1449 was incorrectly dated. The correct date set for receipt of initial offers is 23 October 2003 at 1 P.M. local time.
3. Page ii and Page 22: Delete Clause L65.10 dated March 1997 and replace with the attached Clause L65.10 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA (DESC AUG 2003).

The **Solicitation Package** is revised as follows:

1. Page 2 and Page 103: Delete Clause E40.07 dated October 2001 and replace with the attached Clause E40.07 MATERIAL INSPECTION AND RECEIVING REPORT- PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003).
2. Page 5 and Page 143: Delete Clause I28.01 dated June 2002 and replace with the attached Clause I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION).
3. Page 5 and Page 143: Delete Clause I28.02-1 dated February 2003 and replace with the attached Clause I28.02-1 FEDERAL, STATE, AND LOCAL, TAXES/FEEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 2003).
4. Page 5 and Page 144: Delete Clause I28.03-1 dated March 2002 and replace with the attached Clause I28.03-1 TAX EXEMPTION CERTIFICATES (DESC AUG 2003).
5. Page 5 and Page 147: Add Clause I92 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION) to the index and the solicitation. (See attached copy).
5. Page 7 and Page 159: Delete reference to Clause L65.10 dated March 1997 and reference the attached Clause L65.10 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA (DESC AUG 2003).
5. Page 8 and Page 161: Delete Clause M24.01.100 dated September 2003 and replace with the attached Clause M24.01 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (JP4/JP5/JP8/F76/DFA/FS2/MOGAS)(DESC AUG 2003).
6. Page 8 and Page 162: Delete Clause M33.100 dated September 2003 and replace with the attached Clause M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003).
7. Page 8 and Page 162: Delete Clause M41.04.100 dated September 2003 and replace with the attached Clause M41.04 EVALUATION OF OFFERS – TRANSPORTATION RATES AND RELATED COSTS (BULK) (DESC AUG 2003).
8. Page 10, General Solicitation Notes: Add the following General Solicitation Notes:
 16. SPECIFIC TO DFSP BALTIMORE: The minimum throughput quantity for DFSP Baltimore is 50,000 barrels per month. The maximum throughput quantity is 100,000 barrels per month.
 17. SPECIFIC TO DFSP LITTLE ROCK AFB: DFSP Little Rock AFB receives via pipeline from DFSP TEPPCO. The receipt mode for DFSP TEPPCO is pipeline. Maximum receipt parcel size for DFSP TEPPCO is 45,000 barrels and minimum receipt parcel size is 25,000 barrels.

9. Pages 28 to 45, Line Items 0101 to 0198: Delete header INLAND JP8 and replace with the header GULF JP8.

10. Pages 11 to 75: Delete header ESCALATOR JP8 EAST/GULF COAST and replace with ESCALATOR EAST/GULF/INLAND/OFFSHORE JP8/JP5.

11. Block 5, DD Form 1707 is revised as follows:

<u>ITEMS TO BE PURCHASED</u>		<u>LOCATION</u>
JP8	1,417,356,000	INLAND/EAST/GULF/ OFFSHORE
JP5	340,075,000	
F76	176,015,000	
MUM	1,025,000	

12. Clause B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997) is revised as follows:

JP8 Requirement Totals are as follows:

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
1,417,356,000	650,685,000	0	766,671,000

THE TOTAL ESTIMATED JP8 QUANTITY TO BE PURCHASED IS -- 1,417,356,000
 EAST COAST JP8 403,085,000
 GULF COAST JP8 562,465,000
 INLAND JP8 451,806,000

Page 21, Line Item **0053 DFSP BALTIMORE**: Add note that the minimum throughput at DFSP Baltimore is 25,200,000 gallons per year. The maximum throughput is 50,400,000 gallons per year.

Page 22, Line Item **0057 USA RESEARCH LABORATORY**: Add note that location has one storage tank with a 6,000 USG capacity.

Page 30, Line Item **0113 DFSP MOUNDVILLE**: The quantity is increased by 700,000 gallons to 32,255,000 gallons.

Page 30, The following Gulf JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0117	<u>PEMCO AEROPLEX INC.</u>	BIRMINGHAM	AL
	TB0106	472600000	PEMCO

QUANTITY 700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

Page 33, Line Item **0133 DFSP BREMEN**: The quantity is increased by 400,000 gallons to 21,600,000 gallons.

Page 33, Line Item **0135 DOBBINS ARB**: The delivery hours are deleted and changed to 0700 – 1400, Mon – Fri Except Holidays.

Page 34, The following Gulf JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0137	<u>LOCKHEED MARTIN AERO SYS</u>	<u>MARIETTA</u>	<u>GA</u>
	TB1316	456450000	

QUANTITY 400,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 34, Line Item **0141 MCGHEE TYSON APT:** Change delivery hours to 0700 – 1500, Mon – Fri.

Page 36, Line Item **0152 ROBINS AFB:** Add the following note: Pipeline delivery hours of 0800 – 1500, Mon – Fri.

Page 40, Line Item **0171 DFSP HOUSTON:** The quantity is increased by 800,000 gallons to 193,280,000 gallons.

Page 45, The following Gulf JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5.

0198	<u>RAYTHEON E-SYSTEMS INC.</u>	<u>GREENVILLE</u>	<u>TX</u>
	TB4837	662940000	

QUANTITY 800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 48, Line Item **0218 DFSP INDIANAPOLIS:** The quantity is increased by 150,000 gallons to 25,810,000 gallons.

Page 49, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0223	<u>ROLLS ROYCE CORP PLANT</u>	<u>INDIANAPOLIS</u>	<u>IN</u>
	TB1602	368700000B	

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 51, Line Item **0231 DFSP LEBANON:** The quantity is increased by 2,400,000 gallons to 31,140,000 gallons.

Page 51, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5 :

0240	<u>GE ACFT ENGINE EVANDALE</u>	<u>EVANDALE</u>	<u>OH</u>
	TB3912	359856000	GEEVANDALE

QUANTITY 2,400,000 8A QUANTITY 0 SA QUANTITY 1,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 52, Line Item **0241 DFSP TEPPCO JACKSONVILLE:** The quantity is decreased by 25,000,000 gallons to 0 gallons.

Page 52, Line Item **0242 LITTLE ROCK AFB** is deleted from the solicitation and is replaced by new solicitation line item **0311 DFSP LITTLE ROCK AFB**. Please see new line item on Page 6 of this amendment.

Page 53, Line Item **0243 DFSP WOOD RIVER:** The quantity is increased by 600,000 gallons to 36,510,000 gallons.

Page 55, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5 :

0256	<u>MCDONNELL DOUGLAS/BOEING</u>	ST. LOUIS	MO
	TB2912	567613000	

QUANTITY 600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 56, Line Item **0263 DFSP TULSA/ WILLIAMS PIPE:** The quantity is increased by 546,000 gallons to 173,046,000 gallons.

Page 56, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5 :

0263A	<u>OMS #2 SEARCY</u>	SEARCY	AR
	W41RAP	607270250	

QUANTITY 8,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 56, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5 :

0263B	<u>OMS #3 RUSSELLVILLE</u>	RUSSELLVILLE	AR
	W41RAF	608180000	

QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 56, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5 :

0263C	<u>OMS #4 MALVERN</u>	MALVERN	AR
	W41RAG	613830250	

QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 56, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0263D	<u>OMS #5 WARREN</u>	WARREN	AR
	W41RAH	616310250	

QUANTITY 8,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 57, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0267	<u>BOEING DEFENSE/SPACE CTR</u>	WICHITA	KS
	TB2008	588440000	BOEINGKS

QUANTITY 500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

Page 64, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0310	<u>DFSP LITTLE ROCK AFB</u>	LITTLE ROCK	AR
	FP4460	612115241	LILROCKAFB

QUANTITY 25,430,000 8A QUANTITY 0 SA QUANTITY 0

** DFSP LITTLE ROCK AFB RECEIVES VIA PIPELINE FROM DFSP TEPPCO. THE RECEIPT MODE FOR DFSP TEPPCO IS PIPELINE. MAXIMUM RECEIPT PARCEL SIZE FOR DFSP TEPPCO IS 1,890,000 GALLONS AND MINIMUM RECEIPT PARCEL SIZE IS 1,050,000 GALLONS.

MODE	RECEIPT%	FSII	SDA	CI
PIPE		NONE	NONE	REQUIRED

Page 64, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0311	<u>DFSP LITTLE ROCK AFB</u>	LITTLE ROCK	AR
	FP4460	612115241	LILROCKAFB

QUANTITY 25,000,000 8A QUANTITY 0 SA QUANTITY 12,500,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LITTLE ROCK AFB
MODE RECEIPT% FSII SDA CI
PIPE REQUIRED REQUIRED REQUIRED

Page 64, The following Inland JP8 item/location is added under the Escalator East/Gulf/Inland/Offshore JP8/JP5:

0312	<u>CAMP ROBINSON</u>		<u>LITTLE ROCK</u>	<u>AR</u>
	W91254	612200250	LILROCK	

QUANTITY 430,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LITTLE ROCK AFB
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

JP5 Requirement Totals are as follows:

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
340,075,000	7,740,000	0	332,335,000

THE TOTAL ESTIMATED JP5 QUANTITY TO BE PURCHASED IS --	340,075,000
EAST COAST JP5	190,785,000
GULF COAST JP5	145,290,000
OFF SHORE JP5	4,000,000

Page 66, Line Item **0407 DFSP CARTERET** : Delete transportation mode of Tanker. DFSP Carteret can no longer accept tanker as a mode of transportation.

Page 66, Line Item **0408 DFSP CARTERET** : Delete transportation mode of Tanker. DFSP Carteret can no longer accept tanker as a mode of transportation.

Page 74, Line Item **0601 DFSP ROOSEVELT ROADS** : The quantity is decreased by 3,345,000 gallons to 0 gallons.

Page 74, Line Item **0602 DFSP ROOSEVLET ROADS** : The quantity is decreased by 75,000 gallons to 0 gallons.

Page 74, Line **Item 0603 CGAIR STA PR** : The quantity is decreased by 600,000 gallons to 0 gallons.

Page 74, Line Item **0604 PR ANG ARMY AVIATION SA** : The quantity is decreased by 70,000 gallons to 0 gallons.

Page 74, Line Item **0605 PUERTO RICO AIRPORT** : The quantity is decreased by 2,600,000 gallons to 0 gallons.

F76 Requirement Totals are as follows:

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
176,015,000	50,777,000	0	125,238,000

THE TOTAL ESTIMATED F76 QUANTITY TO BE PURCHASED IS --	176,015,000
EAST COAST F76	132,365,000
GULF COAST F76	33,045,000
OFF SHORE F76	10,605,000

Page 76, Line Item **0801 DFSP CARTERET** : Delete transportation mode of Tanker. DFSP Carteret can no longer accept tanker as a mode of transportation.

Page 76, Line Item **0802 DFSP CARTERET** : Delete transportation mode of Tanker. DFSP Carteret can no longer accept tanker as a mode of transportation.

Page 81, Line Item **1003 DFSP ROOSEVELT ROADS** : The quantity is reduced by 675,000 gallons to 0 gallons.

Page 81, Line Item **1004 DFSP ROOSEVELT ROADS** : The quantity is reduced by 675,000 gallons to 0 gallons. The set aside quantity is reduced by 243,000 gallons to 0.

13. Page 83, Clause B19.33 ECONOMIC PRICE ADJUSTMENT—PUBLISHED MARKET PRICE (DOMESTIC BULK)(DESC MAR 2003): Section (g), TABLE, Column I - Item No. is changed to read

EAST/GULF/INLAND/OFFSHORE JP5/JP8
EAST/GULF/OFFSHORE F76
EAST/GULF/OFFSHORE MUM.

14. Page 134, Delete the "X" at reference 52.225-13, Restriction on Certain Foreign Purchases (Jun 2003)(E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003)

(a) The information required in paragraphs (b) through (e) shall be submitted via the Paperless Ordering and Receipt Transaction Screens (PORTS) system. Whenever access to the PORTS system is limited or not available (i.e., during an extended loss of internet connectivity), the Contracting Officer must be notified and reports may be submitted manually until the PORTS system is again available for use.

(b) Laboratory reports shall be in the Standard Report Format given in Attachment OSP3 for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipping tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity nor the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

(e) One copy of the documents and reports listed in paragraph (b) shall be transmitted by mail, email, or facsimile to the Defense Energy Support Center.

(1) Reports sent by mail shall be forwarded to--

ATTN DESC-BP (LR) ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(2) Reports sent by email shall be forwarded to C. Long, Courtney.Long@dla.mil or P. Wilkins, Patricia.Wilkins@dla.mil.

(3) The number to use for reports sent by facsimile is **(703) 767-8366**.

(f) All Contractors shall submit the requested information on the **Signature Sheet for Bulk PORTS** form (Attachment OSP 4).

(DESC 52.246-9FG2)

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION)

(a) As used in this clause--

(1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means--

(i) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and

(iii) **Minor outlying islands.** Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

(b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

128.02-1 FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 2003)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and oils furnished under this contract exclude Federal Excise Tax (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(2) **AVIATION GASOLINE.** Do not include the FET on the Contractor's invoice since all fuel is intended for exempt uses.

(3) **RESIDUAL FUEL OIL (NUMBERS 5 AND 6).** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

(i) **UNDYED DIESEL FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL FUEL.** There is no FET on dyed diesel fuel.

(iii) **F76.** There is no FET on F76. F76 is excluded from the definition of diesel fuel under Internal Revenue Service (IRS) Regulation 26 CFR Section 48.4081-1.

128.02-1 FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 2003)(CONT'D)

(5) **JET FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice. **A Contractor not permitted by IRS regulations to sell fuel tax-free must state that in its offer.**

(b) **STATE EXCISE TAXES EXCLUDED.** All contract prices exclude State excise taxes on fuels (including all bulk fuels, bunkers, and bulk lube products). Contractors should include any applicable State excise taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **OTHER STATE TAXES INCLUDED.** Unless an exemption applies, all contract prices INCLUDE State taxes other than excise taxes.

(d) **LOCAL TAXES INCLUDED.** Unless an exemption applies, all contract prices INCLUDE local (city, county, etc.) taxes.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES INCLUDED.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F20)

128.03-1 TAX EXEMPTION CERTIFICATES (DESC AUG 2003)

(a) **FEDERAL AND STATE EXCISE TAXES.** Contractors shall forward requests for tax exemption certificates covering any Federal Excise Tax (FET) or State excise tax to the Contracting Officer or Ordering Officer.

(b) **STATE TAXES OTHER THAN EXCISE TAXES, LOCAL TAXES, AND ENVIRONMENTAL TAXES AND FEES.** Contractors shall forward requests for tax exemption certificates covering any State taxes other than excise taxes to the Contracting Officer or Ordering Officer. Examples of such taxes include local taxes, environmental taxes and inspection fees.

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor should invoice for FET, the supplies to be furnished at the time of contract execution are generally intended for a taxable purpose. However, where the invoice for any item includes FET and tax exemption can be claimed, the applicable tax may be deducted by the Government from the order or the invoice and a tax exemption certificate furnished in lieu of paying the tax. The Contracting Officer or Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F40)

192 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any Executive order administered by OFAC or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003 is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) **The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.**

(FAR 52.225-13/Deviation)

L65.10 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA (DESC AUG 2003)

(a) REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA.

(1) The Contractor shall provide commercial sales data as requested below. Commercial sales are defined as sales to the general public as distinct from sales to the Federal Government. Commercial sales data submissions should not be restricted to industrial and commercial accounts but should include wholesale classes (bulk, resellers, jobbers, and dealers) and retail and bulk sales to airlines. The following commercial sales data, as a minimum, are required:

(i) By refinery and class of customer, total gallons sold to the general public, the weighted average price, and payment terms (e.g., Net 30 days) for this volume for the period of **AUG 11 – AUG 15, 2003**.

(ii) The price, payment terms, quantity, and date of the lowest price commercial sale for the period of **AUG 11 – AUG 15, 2003**.

(iii) The weighted average price, payment terms, and total sales volumes per customer for the three largest commercial customers for the period of **AUG 11 – AUG 15, 2003**.

(2) Commercial sales data should be submitted on an f.o.b. Refinery or Terminal basis for each refined product offered.

(3) Acceptable commercial sales data for the refined products being procured are set forth below.

(4) If the offeror believes its sales quantities and/or prices for the specified period were not representative during that period, it is additionally requested that the offeror provide the indicated sales data for the weekly periods preceding and following the period specified herein and an explanation of the reason for believing the requested information is not representative.

(5) For each military product offered (left column), sales data for commercial products (right column) are requested.

Military Product Offered

Commercial Product/Class of trade

(Fill-in options to be selected by buyer at time of solicitation are as follows:)

JP4	Regular gasoline sales to wholesale/jobber/bulk accounts AND unleaded gasoline sales to wholesale/jobber/bulk accounts, AND Jet A and/or Jet A-1 sales to airlines. If substantial Jet A and/or Jet A1 sales are not made, submit middle distillate (No. 1 FO, No. 2 FO, DF1, DF2 and Kerosene) sales to wholesale/jobber/bulk accounts.
F76	High Sulfur No. 2 FO, DF2, marine gas oil, and F76 sales to wholesale/jobber/bulk accounts.
JP5/JP8	Jet A and/or Jet A1 sales to airlines.
Other	<hr/>

(6) DESC may use the commercial sales data to develop a market price range for the refined products being procured. Commercial sales data submitted will be held confidential if so requested. Commercial sales data should be submitted directly to the Contracting Officer prior to the closing date of this solicitation.

(b) Following is a sample format which the offeror may use to submit commercial sales data. If this format is not suitable, the offeror's own format may be submitted. Alternatively, the EIA 782A, which shows monthly information, is an acceptable format.

L65.10 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA (DESC AUG 2003)
REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA. (CONT'D)

DESC COMMERCIAL SALES DATA FORM

FOR THE PERIOD OF _____

COMPANY NAME:

COMMERCIAL SALES DATA: THE COMMERCIAL SALES DATA ENTERED BELOW SHOULD REPRESENT SALES ON AN F.O.B. REFINERY OR TERMINAL BASIS TO WHOLESALE CUSTOMERS AND RETAIL SALES TO AIRLINES EXCLUSIVE OF SALES TO THE GOVERNMENT.

COMMERCIAL PRODUCT:

REFINERY OR TERMINAL WHERE COMMERCIAL SALES OCCURRED:

CLASS OF CUSTOMER (WHOLESALE, JOBBER, BULK, ETC.):

TOTAL PERIOD COMMERCIAL SALES VOLUMES: _____ (GALLONS),
WEIGHTED AVERAGE PRICE FOR THIS VOLUME: _____ (PER GALLON),
AND PAYMENT TERMS _____.

INDICATE PRICE, PAYMENT TERMS, QUANTITY, AND DATE OF THE LOWEST PRICE COMMERCIAL SALE FOR THE PERIOD SPECIFIED ABOVE.

PER GALLON: _____ PAYMENT TERMS: _____

GALLONS: _____ DATE OF SALE: _____

LOW PRICE _____ QUANTITY _____

LIST TOTAL MONTHLY SALES TO THE THREE LARGEST VOLUME COMMERCIAL CUSTOMERS AND PAYMENT TERMS FOR THE PERIOD SPECIFIED ABOVE.

CUSTOMER	WEIGHTED AVG PRICE PER GALLON	PAYMENT TERMS	TOTAL QUANTITY (GALLONS)
LARGEST	_____	_____	_____
2ND LARGEST	_____	_____	_____
3RD LARGEST	_____	_____	_____

NOTE: THE COMMERCIAL SALES DATA ON REFINED PRODUCT PRICES AND SALES VOLUME ARE NEEDED FOR EACH COMMERCIAL PRODUCT F.O.B. REFINERY OR TERMINAL WHICH SERVES AS THE BASIS FOR THE OFFEROR'S CLAIM FOR EXEMPTION. THIS FORM MAY BE DUPLICATED AS MANY TIMES AS IS NECESSARY TO ACCOMMODATE THE VARIOUS REFINED PRODUCTS AND POINTS OF COMMERCIAL SALE BEING REPORTED.

**M24.01 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING
(JP4/JP5/JP8/F76/DFA/FS2/MOGAS)(DESC AUG 2003)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size U.S.-flag tanker of approximately 30,000 Dead Weight Tons (DWTs) and will be inclusive of time charter hire. The transportation rate will be an estimated market rate based on market information, published prices, actual rates paid by the Government, or any combination thereof. This evaluation will be established based on the information available to DESC at the time established for receipt of initial offers. This evaluation rate will be expressed as a daily rate for U.S.-flag time charter costs. DESC will use the evaluation rate along with round trip mileage over the tank routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the offered price per gallon to determine the evaluated price.

(b) In the event an offeror limits his offer to individual tanker loadings of less than 235,000 barrels of product for one or more combinations of product, the offer will be evaluated on the basis of total vessel cost prorated over maximum quantity of product offered.

**M24.01 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (JP4/JP5/JP8/F76/DFA/FS2/MOGAS)
(DESC AUG 2003) (CONT'D)**

(c) Notwithstanding the provisions of paragraph (c) of the TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS clause, offers containing provisions for tankers with a loaded draft of less than 36 feet will be considered for award. Offers containing such limitations will be considered, for evaluation purposes, under the procedures set forth in paragraph (b) above.

(d) The following destinations will be evaluated on fully loaded vessels over 30,000 DWT:

FOR JP8

DFSP CHARLESTON, SC
DFSP YORKTOWN, VA

FOR JP5

DFSP JACKSONVILLE, FL
DFSP CRANEY ISLAND, VA

FOR F76

DFSP JACKSONVILLE, FL
DFSP CRANEY ISLAND, VA

The following destination due to draft limitations or delivery restrictions cannot receive fully loaded vessels over 30,000 DWT and will be evaluated on a two-port discharge assuming that the listed destinations are the furthest ports:

FOR JP8

DFSP PT TAMPA, FL
DFSP PORTLAND, ME

FOR JP5

KEYWEST PL CO, FL
DFSP GUANTANAMO, CUBA

FOR F76

DFSP GUANTANAMO, CUBA

FOR MUM

DFSP GUANTANAMO BAY, CUBA

(DESC 52.247-9F10)

M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003)

(a) DESC will add five days to offered tanker lift intervals and three days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. If the application of this provision results in the evaluation of less than the maximum total quantity offered for that item, then the Government will not award more than the evaluated quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of maximum total offered quantity for all items by all modes of delivery.

(b) Unless defined otherwise by the offeror, lift interval is the time between the completion of loading (release of vessel by the Government inspector) until the scheduled delivery date of the next lifting for a specific product.

(c) For companies offering f.o.b. destination by barge, the additional three days that are added to the lift interval for evaluation purposes do not apply. In addition, f.o.b. destination barge offers are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(DESC 52.247-9F15)

**M41.04 EVALUATION OF OFFERS – TRANSPORTATION RATES AND RELATED COSTS (BULK)
(DESC AUG 2003)**

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals for all methods of delivery other than ocean-going tanker. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment, and on file or published at the date of the bid opening or initial proposal due date, shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation.

(b) In addition to the requirements of paragraph (a), truck rates will be selected for evaluation purposes according to the following hierarchy:

- (1) In accordance with existing Government transportation contracts;
- (2) The lowest published point-to-point, zone-to-zone, or state-to-state tender;
- (3) Published state-to-region or region-to-state rates;
- (4) Published region-to-region rates;
- (5) Published region-to-9C or 9C-to-region rates;
- (6) Quotation rates (rates from carriers participating in Powertrack will take precedence over those of non-Powertrack carriers);
- (7) Published CONUS-wide rates, also known as 9C-to-9C rates or mileage rates.

(c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(DESC 52.247-9F76)